



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-5**

September 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PASEO DEL RIO AT RIO HONDO AND SAN GABRIEL
COASTAL BASIN SPREADING GROUNDS PHASE II
MULTIUSE IMPROVEMENTS PROJECT
COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Consider the Notice of Exemption prepared for the Paseo Del Rio at Rio Hondo and San Gabriel Coastal Basin Spreading Grounds Phase II Multiuse Improvements Project by the City of Pico Rivera as lead agency and filed with the County Clerk on May 28, 2003, find that this action reflects the independent judgment of the County, find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency, and adopt by reference the City of Pico Rivera's Notice of Exemption.
2. Approve and instruct the Chairman to sign the enclosed agreement between the Los Angeles County Flood Control District and the City of Pico Rivera that identifies project and financial responsibilities related to the design, implementation, and maintenance of the project.

3. Authorize the District to finance up to \$730,000 from District funds for the project as specified in the enclosed agreement. The total project cost is estimated at \$2,600,000. Remaining funds for the project will be reimbursed through grants secured by the City of Pico Rivera.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The project is the second phase of multiphase improvements to the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds. The spreading grounds are located along the eastern and western boundaries of the City of Pico Rivera. The purpose of the Phase II improvements is to increase open space and create a multiuse facility by allowing access into the spreading grounds for passive recreational purposes. It will include additional landscaping in the interior of the grounds, walking and biking trails, enhanced rest areas, interpretive signage along trails, and security lighting.

Perimeter improvements to enhance the aesthetic appearance of the spreading grounds, including landscaping, ornamental fencing, and facility monuments, were completed in August 2002 as Phase I of the project.

Proposition A funding from the Supervisorial District 1 Greening Institute was granted to the City of Pico Rivera for the construction of a bike path, a rest area, and landscaping within Rio Hondo Spreading Grounds, allowing public access to a portion of the spreading grounds. The District was responsible for the design and construction of the project, which was completed in January 2003.

The District, the City of Pico Rivera, Supervisorial District 1, and other stakeholders worked closely together during the development of the Phase II improvements. The project has strong support from the City of Pico Rivera and residents within the area, the California Resources Agency, and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

The City of Pico Rivera has received grants through Propositions 12 and 40 totaling approximately \$1,900,000 for the Phase II project. The District will also allocate up to \$730,000 for the project. If necessary, the District and City of Pico Rivera will work together to amend or modify the project responsibilities identified in the enclosed agreement. We will return to your Board with any significant changes to the agreement.

Once constructed, Public Works and the City of Pico Rivera will cooperate in the maintenance of the project. The City of Pico Rivera will maintain the greenway improvements that would include the landscaping, irrigation lines, benches and other

rest area amenities, trash receptacles, and graffiti abatement. Public Works will maintain bike and walking paths and other facilities as outlined in the agreement.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action is also consistent with the Strategic Plan Goal of Fiscal Responsibility as the majority of funding for the project is a result of grant awards. This action meets the Strategic Plan Goal of Service Excellence by increasing recreational opportunities and environmental benefits and improving the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The total cost of the project is estimated at \$2,600,000. The District will finance up to \$730,000 for design and construction of the project. Your Board authorized the District to finance up to \$300,000 for design of the project in Fiscal Year 2003-04. We will return to your Board to advertise the project for construction and will encumber the construction funds at that time. The remaining project cost will be reimbursed by the City of Pico Rivera through multiple State grants.

Public Works and the City of Pico Rivera will share in the annual maintenance of the project as described in the enclosed agreement. Financing for Public Works' share of maintenance costs will be provided by the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All necessary permits and clearances will be received from the appropriate Federal, State, or other regulatory or jurisdictional agencies during the design and/or construction phases, as appropriate. The project is consistent with the vision outlined in the Rio Hondo Watershed Plan and the San Gabriel River Master Plan, both of which are currently nearing completion.

The enclosed agreement was executed by the City of Pico Rivera on August 2, 2004, and has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental impacts of their actions. The City of Pico Rivera is the lead agency for this project.

A Notice of Exemption for the project was prepared by the City of Pico Rivera and filed with the County Clerk's office on May 28, 2003. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current services. This project will provide public access within the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds creating multiuse facilities consistent with the Rio Hondo Watershed Plan and San Gabriel River Master Plan and the District's goals of watershed management. The project is in the general interest of the District and will provide increased recreational opportunities and improve the quality of life for citizens of the County.

The Honorable Board of Supervisors
September 2, 2004
Page 5

CONCLUSION

Please return three fully executed originals of this letter and the enclosed agreement to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

TNP:sv

P:\wmpub\LAR Watershed\Travis\RH SG Agree BL.doc\C457

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into on the _____ day of _____, 2004, by and between the Los Angeles County Flood Control District, a body corporate and politic, hereinafter referred to as "**DISTRICT**," and the City of Pico Rivera, a municipal corporation in the County of Los Angeles, hereinafter referred to as "**CITY**:"

W I T N E S S E T H

WHEREAS, the **DISTRICT** owns, operates, and maintains Rio Hondo and San Gabriel Coastal Basin Spreading Grounds in the City of Pico Rivera, hereinafter referred to as "**SPREADING GROUNDS**"; and

WHEREAS, **DISTRICT** and **CITY** have heretofore executed Agreement 18061 approved on June 15, 1971, for the cooperation between **CITY** and **DISTRICT** in the development of recreational facilities located on **DISTRICT** properties; and

WHEREAS, **DISTRICT** and **CITY** have heretofore executed Agreement 73982 approved on April 15, 2002, for the cooperation between **CITY** and **DISTRICT** in the development, implementation, and maintenance of a bicycle trail and rest area within the Rio Hondo Coastal Basin Spreading Grounds; and

WHEREAS, this **AGREEMENT** addresses responsibilities in additional project areas within **SPREADING GROUNDS**; and

WHEREAS, **DISTRICT** and **CITY** propose to improve aesthetics and create passive recreational opportunities by creating a bicycle and walking trail on the existing access roads within the **SPREADING GROUNDS**, hereinafter referred to as "**PROJECT**;" and

WHEREAS, the Rio Hondo Coastal Basin Spreading Grounds project trail will be on the maintenance roads located around east basins 2, 3, and 6 and will connect to the existing bicycle trail; and the San Gabriel Coastal Basin Spreading Grounds project trail will be on the maintenance roads located around the perimeter of the spreading basins and will include a connection to the Mines Avenue trail; and

WHEREAS, **PROJECT** will also include installation of picnic tables, bicycle racks, shade structures, and appurtenant structures for rest area facilities, interpretive and directional signage, bridges, security lighting, landscaping and irrigation systems, and associated fencing and gates; and

WHEREAS, **PROJECT** is entirely within **DISTRICT** right of way; and

WHEREAS, **PROJECT** is in the general interest of **DISTRICT** and **CITY** and will provide increased passive recreational opportunities and improve the quality of life for citizens living within the boundaries of the **DISTRICT**; and

WHEREAS, DISTRICT and CITY are cooperating in the maintenance of the improvements as more fully set forth herein; and

WHEREAS, the total “**COST OF PROJECT**” which includes the costs of **PRELIMINARY ENGINEERING,** construction, and **CONSTRUCTION ADMINISTRATION** for **PROJECT** as more fully set forth herein, is anticipated to amount to approximately Two Million Eight Hundred Thousand Dollars (\$2,800,000); and

WHEREAS, CITY applied for and obtained Proposition 12 grant funds, administered by the State of California Resources Agency, hereinafter referred to as “**RESOURCES AGENCY,**” totaling One Million Four Hundred Fifty Two Thousand Four Hundred Dollars (\$1,452,400) to allocate to the **COST OF PROJECT;** and

WHEREAS, CITY applied for and obtained Proposition 40 grant funds, administered by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, hereinafter referred to as “**RMC,**” totaling Four Hundred Seventy Nine Thousand Eight Hundred Eighty Two Dollars (\$479,882) to allocate to the **COST OF PROJECT;** and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by **DISTRICT** and **CITY** through this **AGREEMENT** and of the premises herein contained, **DISTRICT** and **CITY** hereby agree as follows:

(1) CITY AGREES:

1. To review all work associated with **PRELIMINARY ENGINEERING** for **PROJECT** in a manner acceptable to the **DISTRICT.**
2. To reimburse **DISTRICT** for a portion of the **COST OF PROJECT,** not to exceed One Million Four Hundred Fifty Two Thousand Four Hundred Dollars (\$1,452,400), based upon Proposition 12 grant funds from **RESOURCES AGENCY** as more fully set forth in the Project Agreements 12107-10 and 12107-11 entered into by and between **CITY** and **RESOURCES AGENCY** and upon full execution of this **AGREEMENT,** receipt of invoice from **DISTRICT,** and reimbursement of such invoice from **RESOURCES AGENCY.**
3. To reimburse **DISTRICT** for a portion of the **COST OF PROJECT,** not to exceed Four Hundred Seventy Nine Thousand Eight Hundred Eighty Two Dollars (\$479,882) based upon Proposition 40 grant funds from **RMC** as more fully set forth in a Project Agreement RMC-03228 entered into by and between **CITY** and **RMC** and upon full execution of this **AGREEMENT,** receipt of invoice from **DISTRICT,** and reimbursement of such invoice from **RMC.**

4. To, upon completion of construction and at no cost to **DISTRICT**, assume the following responsibilities, in a manner acceptable to **DISTRICT**, to maintain **PROJECT** in good condition and in perpetuity:
- i. Inspect rest area, signs, fencing, bridges, levees, and other areas and structures within and adjacent to **PROJECT** on a daily basis to determine the need for graffiti removal or signage maintenance.
 - ii. Remove trash from receptacles and within, adjacent to, and in the general vicinity of the **PROJECT** on a daily basis.
 - iii. Conduct weekly inspection and sweeping of bicycle and walking trails.
 - iv. Repair or replace all damaged, defaced, or illegible signs associated with the **PROJECT**, including but not limited to, the bicycle and walking trails, rest area, and other areas within or adjacent to **PROJECT** in a manner acceptable to **DISTRICT**.
 - v. Remove graffiti from rest areas, signs, fencing, bridges, and other structures or facilities within, adjacent to, or in the general vicinity of the **PROJECT**, including structures and facilities outside public access areas, within 48 hours of inspection by the **CITY** or notification by the **DISTRICT** of damage.
 - vi. Conduct daily cleaning and maintenance of shade structures, picnic tables, bicycle racks, and other improvements associated with the rest area and public access areas in a manner acceptable to **DISTRICT**.
 - vii. Hand water any landscaping improvements associated with the **PROJECT** that are not being serviced by an irrigation line.
 - viii. Warrant and represent that **CITY** will not cause or allow to be caused, the presence, use, storage, or disposal of any hazardous substances on or about **PROJECT** without the prior written consent of **DISTRICT**.
 - ix. Provide **DISTRICT** the names and contact information for person(s) responsible for the maintenance activities set forth in this **AGREEMENT**.
 - x. Handle community relations; respond to and provide **DISTRICT** with copies of correspondence of public inquiries, complaints, etc. related to the recreational functions of **PROJECT** and **SPREADING GROUNDS**.

- xi. Replace or repair damaged property within **PROJECT** in a manner acceptable to the **DISTRICT**.

(2) **DISTRICT AGREES:**

1. To finance the balance between **COST OF PROJECT** and grant funding as described in **AGREEMENT**, not to exceed Seven Hundred Thirty Thousand Dollars (\$730,000)
2. To perform the **PRELIMINARY ENGINEERING**, construction, and **CONSTRUCTION ADMINISTRATION** for **PROJECT** as more fully set forth in this **AGREEMENT**.
3. To design and construct the bicycle trail based on Caltrans standards and pursuant to the approved plans and specifications.
4. To submit, for **CITY'S** review, all work associated with **PRELIMINARY ENGINEERING**, as more fully set forth in this **AGREEMENT**, prior to initiating construction contract.
5. To approve or disapprove of any requested changes in work to **PROJECT** within ten (10) business days of receipt of a request from **CITY**.
6. To furnish, upon request of **CITY**, cost accounting information and supporting documentation of the work completed by the **DISTRICT** for **PROJECT**.
7. To periodically invoice **CITY**, no more frequently than monthly, and in accordance with the Proposition 12 grant requirements as more fully set forth in the Project Agreements 12107-10 and 12107-11 entered into by and between **CITY** and **RESOURCES AGENCY**, for a portion of the **COST OF PROJECT** not to exceed One Million Four Hundred Fifty Two Thousand Four Hundred Dollars (\$1,452,400), and **CITY** will in turn provide such invoice to **RESOURCES AGENCY**.
8. To periodically invoice **CITY**, no more frequently than monthly and in accordance with the Proposition 40 grant requirements as more fully set forth in a Project Agreement RMC-03228 and entered into by and between **CITY** and **RMC**, for a portion of the **COST OF PROJECT** not to exceed Four Hundred Seventy Nine Thousand Eight Hundred Eighty Two Dollars (\$479,882), and **CITY** will in turn provide such invoice to **RMC**.
9. To retain ownership of improvements associated with the **PROJECT** in perpetuity, unless transfer thereof is made to the State or other appropriate governmental agency or quasi-governmental agency, in accordance with existing law at the time of any such transfer.
10. To, upon completion of construction of **PROJECT**, and at no cost to **CITY**, assume the following responsibilities to maintain **PROJECT** as follows:

- i. Provide maintenance and repair of levees and slopes for **PROJECT** with the exception of graffiti removal agreed upon by the **CITY** and as set forth in this **AGREEMENT**.
- ii. Close all access gates and restrict public access into **SPREADING GROUNDS** to provide public safety and security during storms, extensive maintenance activity periods, or for other safety or security considerations, at the discretion of the **DISTRICT**.
- iii. Maintain all security fences and gates, with the exception of activities to be performed by **CITY** as set forth in this **AGREEMENT**.
- iv. Maintain all landscaping associated with **PROJECT**, except any landscaping that requires hand watering as set forth in this **AGREEMENT**.
- v. Maintain bicycle trail striping at a level of service equal to that of other Los Angeles County-owned bike trails.
- vi. Assume surface maintenance and repair responsibilities for bicycle and walking trails, access ramps, and access roads, with the exception of those responsibilities agreed upon by **CITY** as set forth in this **AGREEMENT**.
- vii. Notify **CITY** of vandalism and areas requiring additional trash removal within **DISTRICT** facilities or structures and within the general vicinity of **PROJECT**.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- 1. **PRELIMINARY ENGINEERING**, as referred to in this **AGREEMENT**, shall consist of surveying, soils reports, preparation of plans, specifications, and cost estimates, preparation of construction documents, utility engineering, and all other necessary work prior to advertising of **PROJECT** for construction bids.
- 2. **CONSTRUCTION ADMINISTRATION**, as referred to in this **AGREEMENT**, shall consist of construction contract administration, construction activities permits, project inspection, materials testing and inspections, construction survey, management of invoices, resolution of construction issues, clarification of plans and specifications, changes and modification of plans and specifications for **PROJECT**, necessitated by field conditions encountered during construction of **PROJECT**, and all other necessary work following **PRELIMINARY ENGINEERING** of the **PROJECT** to cause **PROJECT** to be constructed in accordance with said plans and specifications approved by **DISTRICT**.

3. Each party shall have no financial obligation to the other party under this **AGREEMENT**, except as herein expressly provided.
4. Use of **SPREADING GROUNDS** for recreational purposes shall not impede nor conflict with the water conservation functions of the facility as determined by the Chief Engineer of the Flood Control District herein after referred to as "**CHIEF ENGINEER**." The **CHIEF ENGINEER**, or his designee, reserves the right to cancel or modify any specific use should, in his or her opinion, there be a substantial incompatibility between recreational uses of the **PROJECT** and those functions required to fulfill the responsibilities under the Los Angeles County Flood Control Act, arising from any cause whatsoever. Said incompatible use shall be terminated immediately after notification in writing by the **CHIEF ENGINEER**.
5. The access gates to the bicycle trail shall be open 24 hours a day provided that adequate fencing and gates are in place to restrict public access into areas of the **SPREADING GROUNDS** not intended for passive recreational use. **DISTRICT** may restrict access to bicycle trail at any time during storms, extensive maintenance activity periods, or for other safety or security considerations.
6. Each party shall keep, inspect, and maintain the **PROJECT**, as set forth in this **AGREEMENT**, in a safe, clean, and orderly condition.
7. All facilities installed for passive recreational uses will be subject to removal by **DISTRICT** to conduct operational or maintenance activities within the **SPREADING GROUNDS** consistent with the Los Angeles County Flood Control Act without cost to **DISTRICT**.
8. **PROJECT** will be constructed, following County of Los Angeles Board of Supervisors approval, on behalf of **DISTRICT** and **DISTRICT** issuance of construction notice to proceed.
9. Upon **DISTRICT'S** acceptance of this **AGREEMENT**, **DISTRICT** hereby grants **CITY** permission in perpetuity access to and use of **DISTRICT**-owned right of way, at no cost to **CITY**, for the purpose of conducting maintenance responsibilities for **PROJECT**, as set forth in this **AGREEMENT**.
10. Upon **CITY'S** acceptance of this **AGREEMENT**, **CITY** hereby grants **DISTRICT** permission in perpetuity, to access and use **CITY**-owned right of way, at no cost to **DISTRICT**, for the purpose of construction and maintenance responsibilities for **PROJECT**, as set forth in this **AGREEMENT**.
11. Interior access gates of the **SPREADING GROUNDS** shall remain locked

during storm and non-storm periods at the **DISTRICT'S** discretion. Gates may be unlocked by **DISTRICT** for maintenance or operation of **SPREADING GROUNDS** or other purposes.

12. **CITY** and **DISTRICT** obligation under this **AGREEMENT** are contingent upon the **CITY'S** acquisition of the Proposition 12 and 40 funds. **DISTRICT** is not obligated under this **AGREEMENT** to expend any of its funds or those of the **COUNTY OF LOS ANGELES** beyond funding agreed to and as set forth in this **AGREEMENT**, in the event the Proposition 12 and 40 funds are inadequate to complete the **PROJECT**.
13. **DISTRICT** is not held accountable for the expense of relocation, alteration, and modification of **PROJECT** by **CITY** or any third party.
14. **CITY** and **DISTRICT** will cooperate in good faith to complete **PROJECT** with the funding set forth in the above recitals, and all funding obtained for this **PROJECT** will be administered pursuant to the terms of this **AGREEMENT**; however, in case of a funding shortfall, this **AGREEMENT** shall be amended or modified in good faith by the parties to adapt the scope of the **PROJECT** to the available funding.
15. Except to the extent caused by the **DISTRICT'S** sole negligence, **CITY** agrees to defend, indemnify, and hold the **DISTRICT** harmless from and against any and all liability and expenses, defense costs, and legal fees including, but not limited to, personal injury, bodily injury, death and property damage, negligent or wrongful acts or omissions and all claims against the **DISTRICT**. For purposes of this provision, "**DISTRICT**" shall include the Los Angeles County Flood Control District, the County of Los Angeles and their Board officers, agents, and employees.
16. Neither **DISTRICT** nor any officer or employee of **DISTRICT** shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **CITY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **CITY** under this **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code, Section 895.4, **CITY** shall fully indemnify, defend, and hold **DISTRICT** harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on part of **CITY** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **CITY** under this **AGREEMENT**.
17. Neither **CITY**, nor any officer or employee of **CITY**, shall be responsible for any damage or liability occurring by reason of any acts or omissions on

the part of **DISTRICT** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this **AGREEMENT**. It is also understood and agreed that pursuant to Government Code, Section 895.4, **DISTRICT** shall fully indemnify, defend, and hold **CITY** harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on part of **DISTRICT** under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of **DISTRICT** under this **AGREEMENT**.

18. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury cause by any act or omission in the performance of this **AGREEMENT** to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
19. **CITY** understands and agrees that all persons furnishing services to **DISTRICT** pursuant to this **AGREEMENT** are, for purposes of workers' compensation liability, employees solely of **CITY**. **CITY** shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of **CITY** pursuant to this **AGREEMENT**.
20. All personnel assigned to perform services under this **AGREEMENT** shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Act of 1986 (P. L. 99-603). Such personnel shall treat residents in a courteous manner.
21. The provisions of the **AGREEMENT** shall be interpreted and enforced pursuant to the laws of the State of California.
22. This **AGREEMENT** may be amended or modified only by mutual written consent of **DISTRICT** and **CITY**.

23. This **AGREEMENT** supersedes any responsibilities, definitions, or understandings in Agreements 18061 and 73982 related to the **PROJECT** which may be inconsistent with any part of this **AGREEMENT**.
24. Any correspondence, communication, or contact concerning this **AGREEMENT** shall be directed to the following:

CITY:

Mr. Dennis Courtemarche
City Manager
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660-1016

DISTRICT:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, each party hereto has caused this **AGREEMENT** to be executed by its duly authorized officer or official.

ATTEST:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

CITY OF PICO RIVERA

By _____
Chairman, Board of Supervisors

By _____
Dennis Courtemarche, City Manager

of the Los Angeles County
Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Christine J. Schaefer, City Clerk

By _____
Deputy

By _____
James M. Casso, City Attorney

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

TNP:sv

C:\Documents and Settings\SVALDEZ\Desktop\RH SG Agree BL AND AGMT.doc